



STRONGER TOGETHER 

# JTC EMPLOYER SOLUTIONS

[JTC ES MYJTC APP](#) | [TERMS & CONDITIONS](#)





## 1 . I N T R O D U C T I O N

- i) These terms and conditions (“the Terms and Conditions”) govern the use of JTC Employer Solutions’ MyJTC (the “App”) and the services provided therein (the “Services”, the App and the Services together being the “App Services”), as set out in clause 1.ii).
- ii) The App Services are provided by JTC Employer Solutions (see clause 14 below) and include, but are not limited to, the provision of the App platform and the data contained therein, the provision of valuation statements, the reporting on relevant data held on the App and JTC Employer Solutions systems and such other Services as may be added from time to time.
- iii) JTC Employer Solutions reserves the right to add to or remove any of the Services without notice to you.
- iv) By accessing and using the App created for the purpose of providing the Services, you agree to be legally bound by these Terms and Conditions and should therefore read them carefully.
- v) The use of the word “My” on the App does not necessarily imply legal ownership of the assets to which it refers.
- vi) The terms “we”, “us” and “our” shall be construed as JTC Employer Solutions, its employees or appointees. References to “User”, “you” and “your” refer to you (or, where appropriate, to your employer as delegated by you) as our client.
- vii) In accessing the App on your mobile device (“electronic device”) you agree to be bound by these Terms and Conditions. If you do not accept the Terms and Conditions, you will not be able to access the App Services provided by the App.

## 2 . C O P Y R I G H T

- i) All copyright, trademarks and other intellectual property rights that subsist in the content of the App Services and/or any documentation associated with the App

Services, (save as expressly granted), are reserved by and to JTC or such licensor as the case may be.

- ii) Content from the App may be viewed, and single copies (including screenshots) printed out for personal information and record keeping purposes only. Any other reproduction in any form of any part of the contents of the App without our prior written consent is prohibited.
- iii) In particular, no one may link any website to the App without our prior written permission.

## 3 . T H E A P P

- i) The App is designed to be accessed from an electronic device such as a mobile smartphone, tablet or computer (an “electronic device”) through its principal product application and such other applications as we may decide. If you access the App through individual third-party sources or websites directly, which have not been authorised to link to this App and which are not adequate for this purpose, you may not see important information which is relevant to a full understanding of our products and Services.
- ii) No information on the App should be construed as a promotion or solicitation for any services or for use thereof which is not authorised by the applicable laws and regulations of your place of citizenship, domicile or residence.
- iii) You are wholly responsible for use of the App by any person using your electronic device and must ensure that any such person complies with these Terms and Conditions, and you are assumed to have obtained permission by the owners of the electronic device that are controlled by not legally owned by you to access the App Services.
- iv) The App Services may contain information or data that has been provided by third parties. We have no control over this information or data. This information or data should be used at your own risk, and we make no representations and have no





responsibility regarding your reliance on the information or data.

- v) You agree that you will not use the App Services in any way that may be unlawful or inconsistent with these Terms and Conditions in your home jurisdiction nor infringe any Intellectual Property rights in connection with your use of the App Services nor use the App in any way that could compromise any JTC systems or security.

#### 4 . A C C E S S T O T H E A P P S E R V I C E S

- i) We cannot, and we do not, guarantee that the App Services will never be faulty, but we will endeavour to rectify any fault – where it is within our control to do so - as soon as we reasonably can after becoming aware that such fault exists. If a fault occurs of which you are aware, you should report the fault by email and/or telephone your JTC Employer Solutions contact.
- ii) The App Services are accessed via a telecommunication connection. The Terms and Conditions do not include the provision of telecommunication connection services necessary for connection to the App Services. You are responsible for obtaining and paying for such connection services.
- iii) You are responsible for providing any electronic devices, items of hardware or communications equipment necessary to enable you to access the App Services. We make no promises as to either the speed or resolution, quality of, or access to, the App Services.
- iv) We may temporarily suspend the App Services for operational reasons, but before doing so, we will endeavour to give you as much notice as is reasonably practicable.
- v) We accept no liability nor responsibility for any failure in App Services caused by acts beyond our control or third parties to include telecommunications providers.
- vi) For your protection, we reserve the right to suspend or deny you access to the App if any incorrect information is supplied by you in accessing the App Services or if we suspect that an unauthorised person is trying to access the App using your login id and/or password or otherwise via your electronic device.

#### 5 . U P D A T E O F I N F O R M A T I O N

- i) The information on the App is updated and modified from time to time. When referring to information provided in relation to the Services, you should note the date of the last update of information. We may vary the technical specification, the nature and/or the performance of the App Services from time to time.
- ii) While we have taken all reasonable steps to ensure the accuracy and completeness of the information on the App, information is provided on an “as is” and “as available” basis, and in the absence of fraud, wilful misconduct or gross negligence by us, we give no warranty and make no representation regarding the accuracy or completeness of the content of the App Services.

#### 6 . L I N K S T O T H I R D P A R T I E S

- i) The App Services may contain links or hypertext links to websites which are hosted and maintained by third parties. We have no control over the content or security of any such site. You link to such websites at your own risk, and we make no representations, do not endorse their content or their respective privacy policies (if any) and have no responsibility regarding the content of any such website and your interaction with it.
- ii) Any links to third party websites are provided solely as a convenience to users. You are reminded that when you enter other websites via such hypertext links, you may be subject to further terms and conditions applicable thereto.

#### 7 . S E C U R I T Y

- i) Login details will be issued to you by JTC Employer Solutions to enable you to access and use the App Services. Login details will at all times remain the property of JTC and may be replaced or withdrawn at any time by JTC in its absolute discretion.
- ii) You shall ensure that the login details remain strictly confidential. No one but you is permitted to know or use your login details. If you know or suspect that someone else knows or may know your login details, you must inform us immediately.



- iii) You will not access or use the App Services for an illegal, fraudulent or defamatory purpose, or take steps or action that could undermine the security, integrity, effectiveness, goodwill or connectivity of the App Services (including but not limited to fraudulent, malicious or other activities that threaten to harm or cause harm to any other person).
- iv) You must notify us immediately if you become aware of: a) any known or suspected error in connection with the use of the App Services; b) any known or suspected fraud in connection with the use of the App Services; c) any reason why access to the App Services is no longer appropriate and needs to be withdrawn by us; and you shall do all such acts and things as we may require in order to address, deal with or take remedial steps in connection with any of the foregoing.

## 8 . L I A B I L I T Y

- i) We shall not be liable for direct or indirect loss of profit, loss of data, loss of contracts, loss of anticipated savings, loss of business or for any indirect or consequential loss or damage whatsoever that may be suffered by you as a result of using the App Services, including but not limited to, any failure, error, omission, fraud, wilful misconduct or negligence by any third parties and/or External Providers to settle or perform transactions in accordance with market requirements.
- ii) Without limitation to the foregoing, JTC Employer Solutions shall not be liable for any loss, liability, injury or damage caused directly or indirectly by any viral contamination or by any downtime, unavailability, failure, malfunction, distortion or interruption of the App Services or of any hardware, software or equipment used in connection with the App Services.
- iii) JTC Employer Solutions makes no representations or warranties in relation to the App Services, their functions, purpose or performance characteristics and no such representations or warranties or any other term or condition or any duty of care shall be implied.
- iv) It is your responsibility to ensure that your ability to use the App Services is permitted by applicable local law and we shall not be liable for any loss or damage suffered by

- you as a result of not being able to use the App Services in such jurisdiction(s).
- v) We shall not be liable for any loss or damage which may arise from the use that you make of any third-party websites. Use of those websites and any software downloaded from any such third-party websites is governed by the terms of any license agreement which accompanies or is provided on the website or with the software.
- vi) We shall not be liable for any loss or damage which may arise from the use that you make of any third-party information or data contained on the App.
- vii) We will not be liable to you if we do not act on your instructions if we suspect or reasonably consider that:- a) Your instructions are fraudulent, ambiguous, inaccurate, incomplete or not authentic; b) We would be in breach of any law, regulation, code of practice or other duty by acting on such instructions; or c) We cannot comply with these Terms and Conditions as a consequence of conditions beyond our control (including, without limitation, any systems failure, industrial disputes or other force majeure).
- viii) We shall not incur any liability whatsoever arising from the fraud, wilful misconduct or negligence of any delegate, agent, nominee or any other third party (including, for the avoidance of doubt, External Providers) appointed by us in good faith and with due diligence.



## 9 . P E R S O N A L   D A T A

As part of using the App Services, JTC Employer Solutions will need to process your personal data. Any processing of your personal data will be in line with applicable data protection laws and our privacy notice (which can be found here and should be reviewed by you as part of accepting these Terms and Conditions: JTC Group Privacy Notice), which outlines what personal data we may collect about you, how we use it, who we may transfer it to, how we protect it and your rights regarding your personal data.

## 1 0 . V A R I A T I O N   O F T E R M S   A N D C O N D I T I O N S

We may amend the Terms and Conditions from time to time by providing you with notice of the amendment either before or after the amendments take effect. You may be asked to agree any amendments upon accessing the App Services the first time after the amendments have been made.

## 1 1 . T E R M I N A T I O N

- i) We can suspend the provision of the Services to you or end the provision of any App Services immediately if you break any of the Terms and Conditions, or if we believe the App Services are being used in a manner prohibited under the Terms and Conditions and in this circumstances you agree to immediately cease any activities by you in connection with the App Services and to delete the App from your electronic devices..
- ii) If we suspend the App Services because of a contravention by you of any of the Terms and Conditions, we will not restore them until we receive an acceptable assurance from you that there will be no further contravention.
- iii) We may cancel the App Services at any time without notice to you.
- iv) You may ask us to terminate your ability to use the App at any time upon written notice to us.

## 1 2 . L E G A L   A N D R E G U L A T O R Y

- i) JTC Employer Solutions means any entity which is, from time to time, any one or more of JTC Employer Solutions Limited and all of its subsidiaries and their respective successors in title.
- ii) JTC Employer Solutions Limited and all its subsidiaries are regulated either by the Jersey Financial Services Commission or the Guernsey Financial Services Commission. Full details of the regulatory position for all JTC regulated entities can be found on [www.jtcgroup.com/legal-and-regulatory/](http://www.jtcgroup.com/legal-and-regulatory/).
- iii) These Terms and Conditions are issued by JTC Employer Solutions Limited (whose contact details are reflected at the end of these Terms and Conditions) on behalf of JTC Employer Solutions.

## 1 3 . C O M P L A I N T S

- i) If, at any time, you are dissatisfied with any aspect of the App Services, the matter should be raised with your JTC Employer Solutions contact. You may also request a summary of our complaint procedure which sets out how your concerns will be handled.
- ii) JTC Employer Solutions complies with all applicable laws and codes of practice for the proper handling of complaints.

## 1 4 . G O V E R N I N G   L A W

Use of the App Services is subject to the laws of Jersey which shall exclusively govern these Terms and Conditions. The Courts of Jersey shall have non-exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with, the App Services and their uses. If any provision of the Terms and Conditions shall be held unlawful, void or unenforceable for any reason, then such provision shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

## 15. ASSIGNMENT

All rights and benefits that you may have in connection with, or in any way relating to, the App Services are personal to you and may not be assigned by you.

## 16. DATA COLLECTION AND DISCLAIMER

- i) To help JTC Group to improve its service and in the interests of security, JTC may monitor and/or collect information from your usage of the App to allow it to improve the App Services.
- ii) The App may use various types of data to perform functions and provide information to you. You acknowledge that the data provided may not be accurate and that you use the data at your own risk.

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JTC Employer Solutions Limited, 28 Esplanade, St Helier, Jersey, JE2 3QA, Channel Islands.  
Registered Company Number: 65008

## REGULATION AND TERMS OF BUSINESS

JTC Employer Solutions Limited is regulated by the Jersey Financial Services Commission. Registered office 28 Esplanade, St Helier, Jersey, JE2 3QA, Channel Islands, registered company number 65008 and is also registered as a UK branch at 19 Canning Street, Edinburgh, EH3 8EG, UK establishment no. BR019198. JTC Employer Solutions (Guernsey) Limited is licensed by the Guernsey Financial Services Commission for the provision of fiduciary services. Registered office: Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey GY1 2HT, Channel Island, registered company number 34375.

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